

Jersey City, City of

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X July 1, 1980 - June 30, 1982

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PREAMBLE

This Agreement made and entered into this day of
19 by and between the City of Jersey City, hereinafter known
and designated as the "City", and the members of the Administrative
Health Professionals Association hereinafter known and designated as the AHPA.

The within Agreement is made to effectuate the policy of
Chapter 303 of the laws of New Jersey of 1968, RS:34:13A-1, et seq.
(hereinafter "Chapter 303") and to formalize agreements reached
through negotiations conducted in good faith between the City
and the AHPA. with respect to terms and conditions of employment.

Whereas, for the purpose of mutual understanding and in
order that a harmonious relationship may exist between the City
and the AHPA. to that end that continuous and efficient service
will be rendered, this Agreement is created.

Now, therefore, it is agreed as follows:

ARTICLE I

AHPA RECOGNITION

A. The City hereby recognizes the AHPA as the sole and exclusive representative of all temporary and permanent employees who hold the title of Director of Public Health Nursing and Assistant Director of Public Health Nursing are covered under this agreement for the purpose of bargaining with respect to rates pay, wages, hours of work, and other working conditions.

B. Reference to "Supervisory Personnel" in this contract shall mean all members of this bargaining unit.

ARTICLE II
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the Grievance Procedure shall be to settle all grievances between the City and the AHPA as quickly as possible so as to insure efficiency and promote employees' morale.

B. Definition

A Grievance is a claim involving the interpretation, application or violation of those policies, agreements or administrative decisions affecting the terms and conditions of employment as provided for in the provisions of this Agreement.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance by discussing the matter with her immediate supervisor and AHPA representative. Failure to act within the said ten (10) working days shall be deemed to constitute an abandonment of the grievance. In the event of a continuing violation, however, the employee shall have a right to institute action under the provisions.

of this procedure, but the liability of the City shall be limited to ten (10) days prior to the filing date of the grievance.

(b) The immediate supervisor shall render an answer within three (3) working days to the AHPA.

Step Two:

(a) If the grievance is not settled by Step One, then the AHPA shall have the right to submit such grievance to the Director of Human Resources or his designee.

(b) A written answer to said grievance shall be served upon the individual and the AHPA within ten (10) working days after submission.

(c) Unless otherwise precluded, arbitration will be limited to the express terms of this written Agreement. If the grievance involves the assignment or transfer of personnel under Article XX, it is expressly agreed that a decision by the Director of Human Resources will be binding on all parties.

Step Four:

(a) If the grievance is not settled through Steps One, Two and Three, the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

(b) If the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the AHPA shall have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute. The decision of the arbitrator shall be final and binding upon both parties. The cost of arbitration shall be borne equally by the City and the AHPA.

D. Miscellaneous Provisions

1. The AHPA President, or his authorized representative, may report an impending grievance to the Director of Human Resources in an effort to forestall its occurrence.

2. Nothing herein shall prevent any employee from processing his own grievance provided the Grievance Committee may be present as an observer at any hearing on the individual's grievance.

3. Since adequate grievance procedures are provided in this Agreement, the AHPA agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or other similar action which would involve suspension of work and may disturb and interfere with the orderly operation of the Department of Human Resources.

ARTICLE III

AHPA NOTIFICATION

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the AHPA before they are established, except as limited by the management's rights clause.

ARTICLE V

DUES CHECK-OFF

A. The City agrees to deduct the monthly AHPA membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the AHPA, and the aggregate deduction for all employees shall be remitted, together with an itemized statement, to the Treasurer of the AHPA by the fifteenth (15th) of the current month after such deductions are made.

B. Any written designation to terminate authorization for check-off must be received in writing by the City and the AHPA, and the filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

C. The AHPA is to be notified of all new personnel, starting salary, sectional assignment, address, and resignation.

D. At their request, people who return from a leave of absence will be restored to dues deduction automatically, provided they were on dues deduction previous to their leave.

ARTICLE VII
TEMPORARY STATUS

A. The AHPA and the City recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees. To alleviate this inequity the City agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this agreement to the shortest possible amount of time.

B. Temporary transfer of service in title may not exceed twenty-four (24) months.

ARTICLE VI
HOURS OF DUTY

A. The workweek shall consist of five (5) days beginning on Monday for employees within the bargaining unit.

B. A Professional shall work in accordance with their current hourly schedule, e.g., 8:30 - 3:30; 9:00 - 4:00. The above schedules will be adhered to except in special situations requested by individual people to alter the working schedule for the convenience of the people provided the best interests of both the people and the Department of Human Resources is served.

Article IV

Seniority

A. Seniority is defined as length of service in title, so long as consistent with Civil Service rules and regulations.

B. In the event a vacancy occurs which is desired by more than one Administrative Professional it shall be filled in accordance with seniority among qualified candidates for the position. Selection of certified candidates will be made by the Director of Human Resources or his designee.

ARTICLE VIII

NEWLY CREATED POSITIONS

A. If in the opinion of the City, an open position demands additional qualifications than those set by Civil Service, the City agrees to submit to the AHPA the additional criteria for comment prior to submitting the same to the Department of Civil Service for approval. It is agreed that this clause is not subject to the grievance procedure.

B. In the event that there exists a new opening or a vacancy in a position that presently exists, or if a new position is hereinafter established, there shall be posted on the Bulletin Boards in district offices and sufficient copies given to the AHPA President precisely what the new position is, and in every event the qualifications necessary to fill such a position.

The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply.

C. In the case of multiple applications the people shall be appointed in accordance with Civil Service regulations.

D. Positions shall be posted three (3) weeks prior to recruitment.

ARTICLE IX

PENSION AND RETIREMENT

A. Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinances.

B. Terminal leave. people who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed the retiring people.

C. Longevity and degree differential shall be included in annual salary for pension purposes for those employees contributing to ERS. For all other employees this shall be done provided their pension system permits.

ARTICLE X

INSURANCE

A. Malpractice insurance shall be supplied by the City at no expense to the people.

B. The City shall supply to people all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment and the City shall pay and satisfy all judgments against people for such claims except in cases of criminal or intentional wrongdoing.

C. Hospitalization. people shall receive fully paid Blue Cross/Blue Shield with Rider "J" and Major Medical to cover themselves and their spouse and children covered under the plan.

D. The City shall provide for Life Insurance in the amount of Five Thousand (\$5,000.00) Dollars and Accidental Death and Dismemberment Insurance in the amount of Five Thousand (\$5,000.00) Dollars for each person.

E. Upon retirement, the City shall continue coverage under Blue Cross/Blue Shield for the retired employee in accordance with the legislation in effect at the time of retirement.

F. The parties agree that the City shall have the unilateral right to select the insurance carrier and program and/or self-insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program or decision to self-insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.

G. For the duration of this contract the City of Jersey City shall pay into a fund established by the A.H.P.A. a sum of \$240.00 per annum, per covered employee, to be used to provide dental services for employees and their families covered by this agreement.

1. It shall be the responsibility of the A.H.P.A. through such means as it may develop to purchase, contract for, or in such manner as it may deem appropriate to provide for insurance protection for all members of the bargaining unit. The union shall indemnify, defend and save harmless the City against any and all claims arising out of the payment of funds as aforesaid, and hereby assumes all responsibility for the health protection programs and agree to provide the City with all necessary and reasonable information regarding such administrative matters as fee schedules, premium costs and numbers and names of covered employees.

H. Effective 1/1/81 the City will provide to the AHPA a family prescription plan. The entire cost of same to be paid by the City. The maximum any employee will have to pay is \$1.00 on each prescription.

I. Effective 7/1/81 the City will provide a family optical plan. The entire cost of same to be paid by the City.

ARTICLE XI

UNION PRIVILEGES

A. Two (2) members selected by the AHPA shall be permitted to attend seminars, workshops, annual meetings of professional associations, conventions, etc., for a maximum of ten (10) days at any one time - the total not to exceed fifteen (15) days in a calendar year so long as departmental operations are not impeded. Such request shall not be arbitrarily denied. Said members shall be paid straight time. In addition, if a member is assigned to attend such functions, the City shall reimburse all registration fees, charges for materials, food, transportation costs and lodging for out of City meetings. No such reimbursement shall be made for any expenses arising out of seminars, workshops, meetings or conventions of any labor organizations.

Article XII

Wages & Measures

Rates of Pay -

The base salaries for the AHPA will be as follows:

Assistant Director	1980 base	\$24,634.
	1981 base	26,851.
	1982 base	28,194.
Director	1980 base	\$26,377.
	1981 base	28,751.
	1982 base	30,189.
Longevity	5 yrs.	200.
	10 yrs.	400.
	15 yrs.	600.
	20 yrs.	800.
	25 yrs.	1,000.

Uniform Allowance - All members of this bargaining unit shall receive 400. per year clothing allowance.

ARTICLE XIII

OVERTIME

A. Supervisory personnel will not be required to work on Saturday, Sunday, or holidays.

B. If there is any emergency requiring a member of this unit to work overtime, such time will be compensated at the following rates:

(1) Employees working overtime on Sundays shall be compensated at two (2) times their regular hourly rate. Employees who work in excess of the normal thirty-five (35) hours work week shall be compensated on the basis of one and one half (1-1/2) times the regular hourly rate.

(2) anyone working on any of the holidays set forth in this Agreement shall receive as overtime pay triple times their daily rate of pay.

(3) For the purposes of computing overtime, the following formula shall pertain:

0 - 15 minutes - No overtime payment

15 - 30 minutes - 1/2 hour at overtime rate

30 minutes or more - 1 hour at overtime rate

The above formula shall pertain for the first hour only. All work in excess of the first hour shall be paid at the overtime rate for actual time worked.

ARTICLE XIV

TUITION REIMBURSEMENT

A. All members of the AHPA who take graduate courses which are job related, as determined by the Director of Human Resources or his designee, whether matriculated or not matriculated, will receive tuition reimbursement.

- (1) reimbursement will be made upon submission of receipted bills and proof of successful completion of course or courses to the committee.
- (2) tuition reimbursement shall not exceed \$450.00 per year per participant. However, participant(s) may be reimbursed fully when charges go beyond \$450.00 per year providing all other participant(s) claims are satisfied and monies remain in budgeted total.
- (3) maximum budgeted total allocated for the program is not to exceed \$1800.00 per year.
- (4) all courses as outlined above must be taken after working hours.
- (5) prior written approval by the Director of Human Resources, or his designee, is required for course work.

Article XV

Meal Periods

A. All employees shall be granted a lunch period of one hour during each working shift.

ARTICLE XVI

HOLIDAYS

A. The following fourteen (14) days shall be recognized as paid holidays and shall be granted unless the employee works on the holiday:

New Year's Day

Labor Day

Martin Luther King's Birthday

Columbus Day

Lincoln's Birthday

General Election Day (November)

Washington's Birthday

Veterans Day

Good Friday

Thanksgiving Day

Memorial Day

The Day after Thanksgiving

Independence Day

Christmas Day

B. In addition to the holidays set forth above, employees shall be granted any other special holidays declared by the Mayor or Council.

C. Any holiday falling on Saturday shall be celebrated on the preceding Friday. A holiday that falls on Sunday shall be celebrated on the following Monday.

ARTICLE XVII

Vacation

A. All supervisory personnel shall receive paid vacation allowance at straight time rates as follows:

1 through 4 years of service.....20 working days for each year.

5 through 14 years of service.....25 working days for each year.

15 years and over year of service...30 working days for each year.

B. Vacation time not granted by the appointing authority shall accumulate for the next succeeding year only.

C. Members of this bargaining unit who retire after 1/1/80 shall be paid in cash for all accumulated time.

Vacations shall be pro-rated in the retirement year with a minimum of ten (10) days entitlement. If the nurse retires after July 1st she shall receive her full vacation allowance for that year. Members who resign will be granted credit for vacations only on a pro-rated basis.

D. All members of this bargaining unit shall be entitled to utilize earned vacation days when desired so long as agency needs are met.

ARTICLE XVIII

SICK LEAVE

A. All employees covered by this Agreement shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to the end of the first (1st) calendar year	One (1) working day for each month of service
Each calendar year thereafter	Fifteen (15) working days

B. Sick days not taken by employees in any year shall accumulate from year to year.

C. Unless a person is out of work for five (5) consecutive working days or more, he shall not be automatically required to present a doctor's verification of her illness. However, where abuse of sick leave is suspected, acceptable medical evidence may be required by the City.

ARTICLE XIX

LEAVES OF ABSENCE

A. Leave of absence with pay shall be granted as follows:

1. A death in the employee's family shall not be charged against his accrued sick leave or compensatory time. Time off shall be granted from the day of death until the day after the funeral, not to exceed five (5) days. Immediate family is defined as including: Mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents and grandchildren. Reasonable verification of the circumstance may be required by the City.

2. If the employee is directed by the Director of Human Resources to attend school or to take courses to increase professional proficiency.

3. Injured in the line of duty, pursuant to Civil Service laws, Workmen's Compensation laws, and other applicable State law and local regulations. However, any amount of salary or wages paid or payable to an employee for disability leave, shall be reduced by the amount of Worker's Compensation award under the New Jersey Workmen's Compensation Act for temporary disability.

B. Leaves of absence without pay may be granted for good cause to any permanent employee in accordance with Civil Service rules and regulations. Said leave may not be arbitrarily or unreasonably withheld.

C. Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted wherever such requirement exists. When military compensation of an employee covered by this Agreement is less than his salary, the differential up to the amount of salary may be provided by the City as per City Resolution.

ARTICLE XX

MANAGEMENT'S RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. Specifically, the City reserves to itself jurisdiction to hire, assign, direct, promote, transfer and retain employees covered by this Agreement or to suspend, demote, discharge, or take disciplinary action against employees; to make work assignments, work and shift schedules; to relieve employees from duties because of lack of work, or other legitimate reasons; to determine the methods, means and personnel by which City operations are to be conducted; to establish reasonable work rules.

C. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE XXII

DISCIPLINARY ACTION

A. Disciplinary action shall be limited to:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

B. If the employer feels there is a just cause to transfer, or discharge a person for disciplinary reasons, the person and the AHPA will be notified in writing as to the cause.

C. A decision at Step Three of the Grievance Procedure will be binding for any grievance brought as the result of oral or written reprimand or a first suspension of less than five (5) days.

Article XXI

AHPA Rights

A. The President of the AHPA shall be granted a reasonable amount of agency time with pay to administer the provisions of this contract so long as agency functions are not impeded.

ARTICLE XXIII

TRAVELING EXPENSES

A. Personnel who use their own vehicles on a full time basis while on duty for official business shall receive seventy (\$70.00) dollars per month. Those who use their vehicles part-time shall be paid pro-rata for their usage based upon the above monthly stipend.

B. Personnel using public transportation shall be reimbursed for out-of-pocket expenses.

C. Personnel shall be supplied with official "Public Health" identification for their vehicles.

D. For out of city authorized travel compensation shall be made at the City mileage rate.

E. A committee will be formed to establish a formula which will address itself to the entire automobile use issue. This committee will within six (6) months of its inception, make recommendations to the City. If either party refuses to implement said recommendations the parties will submit the issue to arbitration.

ARTICLE XXIV

DRUG DISCOUNT PROGRAM

A. The Drug Discount Program currently in effect for Medical Center nurses shall be made available to members of this bargaining unit subject to continued approval by the Medical Center.

Article XXV

Professional Administrative Leave

A. All employees in the bargaining unit shall receive three (3) days Administrative Leave with pay (Personnel Days). which shall not be cumulative from year to year.

ARTICLE XXVI

SAFETY AND HEALTH

A. The employer shall at all times maintain safe and healthful working conditions.

B. Employees who become ill while on duty shall be permitted to utilize the services of the City physicians who are on City duty.

ARTICLE XXVII

EMERGENCY DEFINED

A. Emergency shall mean a situation that neither the employer nor the employee has control over, i. e., an Act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

Article XXVIII

Storage of Administrator's Possessions

A. The employer shall make every effort to see that an employee is supplied with a desk to store his/her possessions during his/her tour of duty.

ARTICLE XXIX

POLICY RECOMMENDATIONS

A. The AHPA may recommend or suggest changes in the Department of Health and Welfare policies and decisions affecting the welfare of patients and employees alike. It is expressly understood that this clause is not subject to arbitration.

ARTICLE XXX

IN-SERVICE PROGRAMS

A. The AHPA . may contribute program suggestions for educational programs as well as for in-service programs. It is agreed this clause is not subject to arbitration.

ARTICLE XVI

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

A. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

ARTICLE XXVI

ELIGIBLE EMPLOYEES

A. The benefits provided for in this Agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits shall also accrue to those employees promoted after the date of signing of this Agreement.

Article XXXIV

Duration

A. This Agreement shall be effective as of January 1, 1980 and shall expire on June 30, 1982. Both parties agree to commence negotiations for the year 1980 on or about June 15, 1982.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers the day and year first written above.

ADMINISTRATIVE HEALTH PROFESSIONALS
ASSOCIATION.

By: Warren M. Hartung

Witness: James C. Kelley

City Of Jersey City

By: Joseph L. Liggio, Jr.

Witness: attest.

Helen J. Kozma
acting City Clerk.

2/11/82

MEMO OF UNDERSTANDING

A contract will be entered into between the City of Jersey City and the Administrative Health Professionals Assn. which will contain Articles indenticle to the language in the Supervisors contract as follows:

Preamble-Recongnition	XIII Overtime
II (eliminate Step Two)	XV Meal period
III Notification	XVI Holidays
IV Seniority	XVII Vacation
V Dues Check Off	XVIII Sick Leave
VI Hours of Duty	XIX Leave of Absence
VII Temporary Status	XX Management's Rights
IX Pention & Retirement	XXI AHPA Rights (delete A)
(4 days terminal leave)	XXII Disciplinary Action
X Insurance	XXIII Travel Allowance
XI Union Priviledges	XXV Professional
(not to exceed 10 days)	Administrative Leave
	3 days
XII Rates Of Pay	XXXI Fully Bargained Agreement
(as attached)	XXXII Separability & Savings
(Longevity per UNO contract)	XXXIII Eligible Employees
	XXXIV Duration:
	Retroactive to 1/1/80
	Expires 6/30/82
	Negotiations 4/1/82

It is understood and agreed that all designations will be changed from Supervisor to Director/Ass't. Director where applicable and that all other changes that are required to eliminate any illogical language resulting from the adoption of the contract language of the Supervisor's contract will be made.

SALARY SCALE:

	Director	Assistant Director
1980	26,377.	24,634.
1981	28,751.	26,851.
to 6/30/82	30,189.	28,194.

- A. The Director and Assistant Director will receive the Prescription and Optical Plan given to the U.N.O.
- B. The Director and Assistant Director shall receive an amount of money equal to that provided for a member of the U.N.O. for a Dental Plan. The amount will be paid monthly.
- C. The Director and Assistant Director shall receive a clothing allowance equivalent to the U.N.O. \$400.00 per year. Additionally \$200.00 will be given in lieu of $\frac{1}{2}$ of 1980.

Date: By The Union

By The City

1/21/80 *James M. Hartung*
James C. Kelly

James H. Hayes
James J. Donato